LANDLORD AND TENANT ACT, 1927 p. 720
A QUALIFYING TEST FOR DIRECTORS p. 721

The Solicitors' Journal

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VOL. LXXII. **Saturday, October 27, 1928.** No. 43

Current Topics: Lawyers and the Law—Judicial Pensions—"The Well of Loneliness" again—Commissioners of Taxes—Private Citizen's Right of Arrest—Margarine Wrappers as Warranties—Slight Slip: Big Result—Long Short Causes—Marriage in the Air 717

Landlord and Tenant Act, 1927 .. 720

A Qualifying Test for Directors .. 721

A Conveyancer's Diary 722

Landlord and Tenant Notebook .. 722

Our County Court Letter 723

Practice Notes 724

Legal Parables 724

Obituary 724

Points in Practice 725

Correspondence 726

Books Received 727

Notes of Cases 727

The Law Society at Eastbourne—Annual Provincial Meeting .. 728

The Law of Master and Servant .. 730

Societies 731

Legal Notes and News 731

Stock Exchange Prices of Certain Trustee Securities 732

Current Topics.

Lawyers and the Law.

IN A series of stimulating articles which recently appeared in *The Nation*, under the title "The State of the Law," Sir MAURICE AMOS draws attention to the general attitude of the legal profession in England towards the law and law reform. "Our professional reverence for the law," he says, "is so great that we recoil from the idea of laying it on the laboratory table as we should from that of plucking out our own entrails, and re-arranging them in better shape." Judging from orations, speeches and addresses delivered on various occasions by the leaders of the profession, Sir MAURICE AMOS's description is fully justified. But outside the reverential atmosphere of public functions a lawyer's attitude towards the law, whether it be its form or its contents, is by no means uncritical. There have been frequent and severe criticisms from the Bench of the form of certain of our statutes, and of legislation by rules and orders. Solicitors acting individually or through The Law Society are continually drawing attention to defects and omissions in the law. It must be admitted, however, that these criticisms and suggestions are invariably made in a haphazard, spasmodic fashion. They are not made by or on behalf of the legal profession as a whole. If the recommendations of Royal Commissions in favour of reforms are ignored, it is but natural to expect that spasmodic outcries by individuals or associations within the profession are overlooked. That is really the explanation of the contention that "the profession of the law, as such, exercises singularly little influence on legislation in this country."

There are few lawyers who will disagree with Sir MAURICE AMOS's view that there are at least four subjects in the English law of to-day which are open to serious reproach; namely, the cost of litigation (it was only this week that a county court judge held up as a scandal the payment of 34s. as court fees in an action to recover a little over £2); the privileges of the Crown and public officials; the condition of the Statute Book and the state of the criminal law. He mentions a fifth subject, namely, the law of real property. In view of recent reforms, however, that subject can at least await the effluxion of the full period of trial without further changes. Further, it is obvious that the reform of these subjects and of any other subjects that may later need similar treatment "must be done primarily and mainly by the legal profession." Is it not therefore time that there should come into existence some standing committee representative of all branches of the legal profession, and having as its one object the making of suggestions for the amendment and revision of the form and substance of the law? Cannot The Law Society on behalf of the solicitor branch of the profession take the initial steps, say, by the appointment of its own standing committee for the amendment of the more pressing defects?

Judicial Pensions.

BY THE recent deaths of Viscount HALDANE, Sir ARTHUR CHANNELL, and Sir EDWARD RIDLEY three judicial pensions automatically lapse. The pension received by Viscount HALDANE as an ex-Lord Chancellor was paid to him under the Act of 1832 (2 & 3 William 4, c. 111), which by s. 3 recites that owing to the abolition of various offices the Lord High Chancellor was deprived of his patronage and gift thereof, and it was "just and equitable that more ample provision should be made for the Lord High Chancellor . . . on his retirement from office," and the section then proceeds to enact that it should be lawful for His Majesty to grant an annuity or yearly sum of money not exceeding £5,000 to commence and take effect immediately upon the resignation of the Lord High Chancellor, the annuity to be payable quarterly "free and clear of all taxes and deductions whatsoever." Excellent as the latter clause appears from the point of view of the recipient of the pension, it would seem to be ineffective so far at least as regards income tax, in view of s. 213 of the Income Tax Act, 1918, reproducing s. 187 of the Income Tax Act, 1842. Lord BUCKMASTER is now the sole ex-Lord Chancellor who draws this pension, Viscount FINLAY who in the ordinary course would have been entitled to it having renounced all claim to a pension on his acceptance of office in 1918. Some question has been raised as to the position in this matter of Lord BIRKENHEAD who has now severed his connexion with the Government for the purpose of entering "the City." During his tenure of the office of Secretary of State for India he did not draw the pension of £5,000 as an ex-Lord Chancellor, inasmuch as he was receiving a salary of £5,000 for the position he was occupying, the Act of 1832 implying that in such circumstances the pension should not be paid. What, however, is the position in reference to the pension now that he has demitted the Secretaryship of State for India in order to take up a new career in the City? While there is no statutory obligation on an ex-Lord Chancellor to make any return in

the shape of services for the pension paid to him, there has grown up an understanding that he shall do so as long as he is able. The late Lord STRATHCLYDE, a former Lord President of the Court of Session, it will be remembered, relinquished his pension when he found that his ill-health precluded him from assisting in the judicial work of the House of Lords and Privy Council. A career in the City is, of course, incompatible with judicial work in these appellate tribunals, and it is unlikely, therefore, that Lord BIRKENHEAD, so long at all events as he remains in his new sphere, will make any claim to receive a pension under the Act of 1832. Strictly speaking, of course, the pension cannot be "claimed," the Act merely saying that it may be lawful for His Majesty to grant it on resignation of the office of Lord High Chancellor.

"The Well of Loneliness" again.

WITH THE various unpopular duties which fall to their lot, it is much easier for Government officials to earn disapproval than praise. It is therefore a pleasure to commend the Commissioners of Customs for their unconditional release of that adventurous work "The Well of Loneliness." This commendation, it need hardly be added, does not arise in respect of the merits of the book, which would not be a matter for the concern of this Journal, even if not *sub judice*. In some quarters the suggestion has been made that the Commissioners have thus recorded their view that its publication does not offend against the law. It seems far more likely that they have decided—whether by way of following the opinion expressed in our note on pp. 666-7, *ante*, it is not for us to say—that the function of censorship in case of any doubt should be exercised by a court of law rather than by themselves. Their release of the book, therefore, at once enables legal process to be taken, and, possibly keeping in touch with them, the Home Secretary has promptly made his opening move in this direction. The action of the Commissioners, it may be added, does not make the prohibition on the importation of indecent matter contained in s. 42 of the Customs Consolidation Act, 1876, a dead letter, for there must remain plenty of pornographic stuff sent to our ports from the Continent indecent beyond any peradventure. Such stuff they will continue to seize and destroy if they find it, but they have made a good precedent for referring the issue in a case of reasonable doubt to legal process. The legal process now initiated appears to be under the Obscene Publications Act, 1857, which, in acute controversy, may lead to a Divisional Court, as in *R.* v. *Hickling* and *Steele* v. *Brennan*, quoted on p. 666, *ante*. Nevertheless, it would appear more satisfactory if the issue could have been referred to a jury, on indictment of the persons responsible for sale. The difficulty exists that there has been no sale of the imported copies, and it would hardly be fair to prosecute the original English publishers, who have withdrawn the book. Possibly a test case of a retailer selling could be taken. Judges, it is true, had to decide as to the "Confessional Unmasked" in *R.* v. *Hickling*, *supra*, but the chief issue raised in that case was not the indecency of the matter, but the motives of the publishers. And "What is indecency?" like the question "What is Art?" raised in *Whistler* v. *Ruskin*, is best answered by a jury.

Commissioners of Taxes.

IN ORDER to confuse the issue it is being freely stated that the Board of Inland Revenue has never shown any desire for the abolition of the local Commissioners of Taxes, but we would suggest that the very sufficient reason for this fact is, not so much the love which the permanent official bears the local voluntary commissioners, but rather because such an audacious suggestion would not be tolerated for one moment by the tax-paying community. It is clear, however, that the abolition of the General Commissioners has long been the desire of Somerset House. By a carefully conceived plan the functions, first of the officers appointed by those Commissioners, were to be transferred to the Board's permanent officials; assessors were to be abolished altogether, and mechanical methods of collection adopted in areas where the Board has been successful in obtaining the appointment of collectors. Following the suppression of the locally appointed officials, the functions of the Commissioners themselves would have received attention. By a judicious handling of the situation by the permanent officials every year fewer appeals would have been made to the local Commissioners, and the time would have come when the Board of Inland Revenue could have pointed to that voluntary body of public spirited workers which at present has the merited confidence of the tax-payer and explained that, shorn of the powers of control over collectors, without their assessing officers, and with but few cases to determine on appeal, the General Commissioners and their clerks were redundant and unnecessary and Parliament might have been ready to accept the statement. Happily the proposal of Sir ERNEST GOWERS that locally appointed assessors should be abolished has raised such an outcry that no Government would dare give effect to the recommendation, but we await with interest the excuse which the Chancellor of the Exchequer will offer at the resumption of Parliament for the action of the Inland Revenue in proceeding to form central collecting offices on mechanised lines in the face of such strong opposition from the tax-paying community, and the answer such excuse will evoke.

Private Citizen's Right of Arrest.

THE ABOVE should be exercised with circumspection, as shown by a recent case at Plymouth. A motorist was charged with unlawfully handling the brake and switch of an omnibus contrary to No. 21 of the bye-laws and regulations with respect to tramways, etc., of the corporation. The deputy town clerk stated that a corporation omnibus had had to deviate slightly to pass a stationary car, and was just returning to its near side when the defendant's car approached at a fair speed. The omnibus drove on to a regular stopping place, and the driver then observed the defendant on the step, excitedly asking what the driver meant by blinding down the road like that. The defendant further demanded that the driver should not proceed, and, on the driver ignoring the request, the defendant applied the hand brake twice and switched off the engine. The defendant's case was that he had reasonable cause for acting as he did, as he wanted the driver's number in order to report him, and as the driver refused to stop to allow the defendant to alight, there was no alternative but to switch the engine off. Captain LEEST, chairman, pointed out the danger of taking the law into one's own hands in the above manner, and a fine was imposed of 40s. In the above case the defendant's misfortune was in boarding a vehicle protected by bye-laws, instead of an ordinary lorry. The driver of a corporation omnibus in daylight can be traced by the number of his vehicle, but at night a member of the public might be justified in acting as above if there would otherwise be a risk of an alleged offender escaping without identification, even though he were driving a public vehicle. The above case illustrates the danger of not discriminating between a possibly careless driver and a motor bandit, as the private citizen not only may, but is bound, to arrest the offender on the commission of a felony, e.g., a motorist who commits manslaughter, or who assists in a smash-and-grab raid on a jeweller's shop. The offence of dangerous driving under the Motor Car Act, 1903, is obviously in a very different category and requires milder methods of apprehension.

Margarine Wrappers as Warranties.

AT THE last Essex Quarter Sessions a limited company appealed against a conviction by the Becontree magistrates for having in its possession for sale a scheduled pre-packed article of food, viz., margarine, without a wrapper bearing thereon or on a label securely attached thereto a true statement

of the minimum weight of the article without the wrapper, contrary to the Sale of Food (Weights and Measures) Act, 1926, s. 4. The case for the Essex County Council was that an inspector and his assistant visited the appellant's premises at Ilford and weighed twenty-two half-pound packets of margarine in wrappers, of which twenty-one were short and one was over weight, the average shortage being 3½ drams per packet. The wrappers contained a statement that the margarine was the produce of Holland and that the net weight was eight ounces. Three days later a notice in writing was sent of the intention to prosecute, and the appellants subsequently served a notice on the chief inspector of their intention to rely on a warranty, but the prosecution contended that the latter was invalid by reason of the omission of the name and address of the person by whom it was given. The appellants' case was that the above Act did not require such name and address to be stated in the warranty, and a director produced in evidence the order form, invoice and delivery note attached to the goods. The statement of weight on the wrapper was regarded as a warranty, having been repeatedly found correct and no cause to doubt it ever having arisen, the suppliers being a good firm of many years' standing. The prosecution contended that: (1) The notice to the chief inspector of intention to rely on a warranty was bad, as it did not state the name of the person from whom the warranty was received in the body of the letter, although the suppliers' name was at the top; (2) the wrappers themselves were no warranty; (3) such warranty as had been obtained was of foreign origin, and the appellants had failed to take the necessary precautions. The chairman, Mr. A. Brooks, announced that the appeal would be allowed, with costs against the respondents.

Slight Slip: Big Result.

UNDER THE head of "Papers" in the fourth article on "The Organisation of a Solicitor's Office," recently published in these columns (72 SOL. J., 605) appeared an observation warning practitioners against adopting a system of dealing with papers which might expose them to serious risk through the slip of a careless clerk. The case of *Burges* v. *Sweeney*, a claim for possession of land required for building development, before Mr. Justice ROCHE on the 18th inst., is interesting in this connexion. The defendant, a market gardener, who held land from the plaintiff under a seven years' lease which expired on the 29th September, 1927, had, under the terms of a proviso in the lease, been given notice to quit shortly after that date. Early in September, 1927, the partner in the firm of solicitors to the plaintiff in whose hands was the exclusive management of the affairs of the land in question went away on holiday for about a month. Before leaving, however, he placed a note on his desk stating that the defendant was under notice to quit and requesting that the matter should receive attention. The land was part of a large estate in respect of which some four to five hundred demands for rent were periodically sent out on printed forms to the various tenants by the lady cashier in the plaintiff's solicitors' office. She neither saw, nor was advised of the contents of, the partner's note, and on his return early in October he found that she had sent the usual rent demand note to the defendant who, as had been his practice, had paid the annual rent of £30 in advance. The solicitors thereupon returned the £30 to the defendant, drew his attention to the fact that he was under notice to quit and pointed out that the sending of the rent demand note was due to an error on the part of their cashier. The defendant, however, claimed that, having paid a year's rent in advance, he was entitled to possession of the premises until October, 1928. A further notice to quit was served, but no action was taken on it nor were the premises vacated by the defendant, according to his evidence, until 29th September, 1928, although the plaintiff's case was that the defendant was still in possession at the date of the action. Mr. Justice ROCHE gave judgment for possession and costs, and stipulated that the defendant should be given until the 10th November to remove growing crops. Counsel for the defendant, dealing with the cashier's mistake, no suggestion of carelessness being made, said that when one was dealing with a business firm, one could not ask whether the clerk or office boy had authority to do what he did.

In concluding, a reference might be made to the authorities which deal with the question whether a notice to quit is waived by a subsequent receipt of rent. The early case of *Doe* v. *Clavert*, 2 Camp. 387, is identical with the present case, and decided that rent received, without special authority by a banker to whom it was usually paid, after the expiration of a notice to quit, did not waive the notice. In *Hartell* v. *Blackler*, 1920, 2 K.B. 161, a lessee holding on after the expiry of a notice to quit forwarded to the lessor rent due since the notice expired. The lessor retained the money expressly on account of occupation of the premises, but not as rent, and it was held that the keeping of the money waived the notice. The two cases, *Davies* v. *Bristow*, 1920, 3 K.B. 428, and *Shutter* v. *Hersh*, 66 SOL. J., 158; 1922, 1 K.B. 438, tried since the passing of the Rent Act of 1920, have held that a notice to quit is not waived by the subsequent receipt of rent. This question and the authorities have been discussed at length in 65 SOL. J., 730 and 822.

Long Short Causes.

THE EXCESSIVE length of a case set down for hearing in the short cause list, a not infrequent source of complaint, drew a protest from Mr. Justice SWIFT on the 19th inst., when counsel's opening in the case of *Holliday* v. *Katz* appeared unduly long for an Order XIV action. "This case ought not to have been put in the short cause list at all," said his lordship, "it is very hard on other litigants to be kept waiting here all day while this case goes on; it must stand over to the end of to-day's list." After hearing counsel further, however, his lordship consented to continue the case, which occupied about two hours.

Marriage in the Air.

NOW THAT aircraft are built on a large scale to carry crew, passengers and goods, the powers of the man in command have become of increasing importance, and the question of that to celebrate marriages has been raised. The law as to marriage on vessels on the high seas appears from *Du Moulin* v. *Druitt*, 1860, 13 I.C.L.R. 212, which follows the rule stated in *R.* v. *Millis*, 1844, 10 Cl. & F. 534. That rule allows any informal marriage under English law, where statute does not require formalities, provided a clergyman of the Church of England is present. The marriage in *Du Moulin* v. *Druitt* was treated as a so-called "marriage of necessity" on a long voyage from Cork to Australia. It was celebrated by the civil commander of a transport ship, but in the absence of a clergyman was held void. The more likely possibility on an airship is what may be called a freak marriage, which might be arranged just as a couple in an amusing story of ANSTEY'S planned to celebrate their nuptials in a lion's den—altering the programme at the last minute, however, when the beast began to evince an undue interest in the matter. A wedding in an aircraft flying over the sea, duly celebrated by or in the presence of a clergyman, would appear to be valid in accordance with the above authorities, and there is nothing in the Air Navigation Act, 1920, corresponding to ss. 240 (6) and 253 (1) (viii) of the Merchant Shipping Act, requiring marriages to be entered in the official log. Probably the next Air Navigation Act will apply much more of the Merchant Shipping Act, 1894, to aircraft than the present one does. Although a marriage celebrated over the open sea may be good, one over land must be regarded as empirical, and, on the whole, intending brides may be advised that, on the principle of "safety first," and in the absence of authority they should let some other maiden try the experiment.

Landlord and Tenant Act, 1927

By S. P. J. MERLIN, Barrister-at-Law.

II.

The Tenant's Right to a "New Lease" in lieu of Compensation for Goodwill.

It was submitted in the article which appeared last week that, under s. 4 of the Landlord and Tenant Act, 1927, it would probably be held that, as a general rule, the measure of a tenant's right to monetary compensation for the loss of his goodwill would depend upon how much the landlord on re-letting would gain by such goodwill. That is to say, the measure of the landlord's gain will be, as a rule, the measure of the tenant's compensation for the loss of his goodwill.

That being the preconceived position under s. 4, the sponsors of the Act rightly anticipated that in a large number of cases, if the Act rested there, the tenants would be left with a somewhat futile remedy, as it must often occur that a very pronounced difference would exist between the value of the whole goodwill created by the tenant (which he could utilise and enjoy if he were able to continue in his holding) and the value of this evaporable goodwill to the landlord, who, for the purpose of re-letting the premises, could only utilise so much of it as was "attached to the premises," and not that much of it as was attached to the personality of the tenant, and, indeed, sometimes to that of his managers and staff who must not be forgotten in many of these cases.

So, under s. 5, tenants may—and, as a matter of fact, some tenants already have secured them during the last few weeks—in proper cases obtain renewals of their leases, against the will of their landlords, and such leases will be binding in their terms not only upon the immediate landlord of the tenant, but also upon any superior landlords who may be connected with the premises.

The untried principles and provisions of this part of the Act were strongly opposed in both Houses of Parliament, but after much hammering and much vigorous debate they went through with the support of the majority of all the three parties in both chambers.

Section 5 in its first sub-section enacts that—

> "Where the tenant alleges that, though he would be entitled to compensation under the last foregoing section, the sum which could be awarded to him under that section would not compensate him for the loss of goodwill he will suffer if he removes to and carries on his trade or business in other premises, he may in lieu of claiming such compensation, at any time within the period allowed for making a claim under the said section, serve on the landlord notice requiring a new lease of the premises at which the trade or business is carried on to be granted to him."

The above section contains the first example of a new remedy in our law and it is one of the first, if not the first, enactment in our statutes wherein compensation for a monetary loss is estimated or quantified in terms other than money.

One of the earliest questions with which a practitioner, who is advising a client as to his rights under this section, will be faced is this: whether a tenant's right to claim a new lease is an alternative or concurrent remedy to that of his right to claim monetary compensation under s. 4? Commentators on the Act are divided on this question. The majority incline to the opinion that it is not an alternative or concurrent remedy. The tenant, they say, must elect once and for all when giving his statutory notice of his claim, or at any rate when filing his particulars of claim before the tribunal.

The opinion of the majority is based upon the presence of the words in the section: "*he may in lieu of claiming such compensation . . . serve on the landlord notice requiring a new lease of the premises.*" Having regard to these words, it would appear probable that when the point comes to be judicially determined this construction would be given to the section. However, where notices or claims have at the present time been framed in the alternative, they need not necessarily be regarded as bad or void *ab initio* on that account. The tenant will probably be put to his election at the trial. Moreover, there are wide powers of amendment in respect of many matters not only in the general rules of the county courts, but also in the excellent *ad hoc* rules in Ord. L.b. made last March for the purpose of administering this Act.

The difficulty with which a tenant who is desirous of claiming a new lease is most frequently confronted is that his landlord may have a conclusive reply to such a claim under sub-s. 3 (*b*) of this s. 5, which provides that the grant of a new lease under this section shall not be deemed to be reasonable if the landlord proves:—

> (1) That the premises are required for occupation by himself, or, where the landlord is an individual, for occupation by a son or daughter of his over eighteen years of age; or
>
> (2) that he intends to pull down or remodel the premises; or
>
> (3) that vacant possession of the premises is required in order to carry out a scheme of re-development; or
>
> (4) that for any other reason the grant of such a lease of the premises would not be consistent with *good estate management*, and for this purpose regard shall be had to the development of any other property of the same landlord: Provided that, if the grant of a new lease is refused by the tribunal on any such ground as is mentioned in para. (*b*), the tribunal may make it a condition of refusal that if the landlord fails to carry out his intention within such period as may be allowed by the tribunal, the landlord shall pay to the tenant such compensation as the tribunal may fix not exceeding the amount of the loss which the tenant has suffered by reason of having been deprived of his right to the grant of a new lease under this section.

There exists a large proportion of cases where a tenant of business premises can prove a *primâ facie* case for a new lease. All a tenant need show is (1) that he is a suitable tenant, and (2) that the compensation which he would be entitled to recover under his limited rights in s. 4 would not compensate him for the loss of goodwill which would ensue on the removal of his business to other premises.

Many tenants and their advisers have been deterred from bringing claims for new leases in consequence of the bad drafting of sub-ss. (2) and (3) of s. 5. The proviso to sub-s. (3) (*q.v.*) is naturally calculated to induce the hurried reader of the Act to form the opinion that if the tenant elects to claim a new lease, and the landlord in reply proves that he wants the premises for the purpose of rebuilding the premises or such like, the tenant will fail in his claim, and will only receive the poor solatium of a contingent payment in the most improbable event of the landlord failing to carry out his intention of rebuilding within a given time. (See proviso to sub.-s. (3).)

But this is not so. Tucked away at the end of sub-s. (2) of s. 5 is an obscurely worded and misplaced provision in favour of the tenant which ought to be the proviso, or one of the provisos to the said sub-s. (3). The words in question are: "If the tribunal is precluded on any of the grounds mentioned in paragraph (*b*) of the following sub-section (that is on the ground of rebuilding, etc.) from making such an order the tribunal may award such compensation as is provided under the last foregoing section." That is to say, monetary compensation under s. 4 may be given to the tenant where a landlord successfully pleads that he wants the premises for the purposes of rebuilding, etc.

In the first case which has come to actual trial in a public court, namely, *The Cambridge Chronicle Ltd.* v. *Kane*, heard before Judge Farrant, at the Cambridge County Court, on the 18th October, the landlord, in reply to an application for a new lease, pleaded that she required the premises for the

purpose of pulling down and remodelling, etc., unless she obtained a satisfactory price meanwhile. After the case was opened by the plaintiffs' counsel, the defendant's counsel took upon themselves the onus of proving that the landlord did in fact intend to rebuild. This was done, and the case was thereafter settled by the plaintiffs agreeing to a declaration that they were not entitled to a new lease, and that they would waive their consequential claim to compensation, and that no order be made as to costs.

Another question which is frequently put is: Whether a weekly or monthly tenant, holding under a *verbal* contract of tenancy, is entitled to claim compensation for loss of goodwill or a new lease under this Act? The answer to this question depends, I think, on three definitions given in the Act itself, as to what is meant therein by the terms (1) "a tenant," (2) "a lease," and (3) "a *holding* to which this part of this Act applies."

The expression "tenant" is defined as meaning "any person entitled in possession to the holding under any contract of tenancy, whether the interest of such tenant was acquired by original contract, assignment, operation of law, *or otherwise* (s. 25).

The expression "lease" is defined as meaning "a lease, underlease or other tenancy, assignment operating as a lease or underlease, or an agreement for such a lease, underlease, tenancy or assignment" (s. 25).

And the words "Holding to which this part of this Act applies" are defined outside the definition section, which is s. 25, as meaning "any premises held under a *lease*, other than a mining lease, made, whether before or after the commencement of this Act, and used wholly or partly for carrying on thereat any trade or business, and not being agricultural holdings" (s. 17).

Looking at these three wide definitions together, it would appear clear that almost every class of tenant (with the possible exception of statutory tenants), from a weekly tenant holding under a verbal agreement upwards, who has occupied business premises for five years, may make a claim for compensation or for a new lease in lieu thereof when he is compelled to vacate his holding by reason of notice from his landlord.

A Qualifying Test for Directors.

THE Prime Minister, recently speaking as a business man to business men at Sheffield, is reported to have expressed the hope that, at some time in a not very distant future, a qualification test for directors of companies will be established.

It was submitted in argument in *Re City Equitable Co.*, 1925, Ch. 407, that directors do not in any way warrant that they are skilful or competent, and they may be much the reverse without incurring liability. Various authorities were cited for this proposition (p. 419). ROMER, J., held that a director, who must, of course, act honestly, must also "exercise some degree both of skill and diligence." The vagueness of this affirm tive requirement, however, renders it of doubtful value. His judgment of seventy-six pages indicates that he faced a problem of great perplexity and difficulty. The appeal from him to the Court of Appeal resulted in its affirmation. One of the articles of the City Equitable provided in the usual way for the indemnity of directors, but went further, and absolved them from all liability or responsibility save in respect of their own wilful neglect or default. This rendered them irresponsible for ordinary as opposed to wilful negligence. The judge held that certain directors had been guilty of negligence in their duties, but not wilful negligence, and so were absolved from liability for the very great losses caused by the managing director's frauds. In effect, so far as they had a duty of skill, diligence and independence of judgment, they failed to exercise it, and blindly trusted the managing director because they assumed that this masterful and apparently pious man could not be other than he seemed.

An article of the sort graces or disgraces the constitution of innumerable companies at the present moment, for it has come to be inserted as "common form" with certain others. Clearly it would be quite useless to have even a stringent test for a director's skill and knowledge if his neglect to use them in the service of the company was not to be imputed against him. It is conceivable that, under such an article, the defence that a director was asleep at an important moment in a board meeting might absolve him from liability. Be that as it may, however, s. 78 of this year's Companies Act sweeps away the protection of such articles, in respect of new companies as from the general commencement of the Act (on the "appointed day") and, for old companies, as from six months after that date, doubtless to give directors in office time to consider whether they will take on the responsibility of exercising their wits, such as they may be, in their company's service, or retire rather than face such a burden.

This section, then, if and when it comes into force, will not directly impose a new qualifying test, but will do so indirectly in the case of the many companies with the above article, by requiring such standard of skill and diligence, whatever it may be, as will preclude immunity on a judge finding negligence in such proceedings as those taken in the *City Equitable Case*, *supra*.

Perhaps, however, Mr. BALDWIN contemplated a qualifying examination for directors. Were this imposed, there might be a college or association of chartered directors, and, just as a barrister or solicitor has to know some law, at least at the outset of his career, and a doctor some medicine, so a director would have passed a test of business methods and company and commercial law sufficient to equip him for his seat on the board.

An almost insuperable objection, however, is that a company's free choice of its officers would then be arbitrarily limited. In such a business as that of making films, to take an example, some practically uneducated men are extraordinarily successful in gauging the public's taste. Any kind of clerical examination might exclude such persons from possible office, though a contract for the services of such a man as director might be of enormous value. He might, of course, be appointed paid adviser, without a seat on the board, but shareholders could then complain with some justice that they did not see why the management of their own affairs should be taken out of their hands.

In fact, shareholders have matters in their own hands, and, even if their articles impose particular directors upon them, can change them, and get rid of them if they take a certain amount of trouble. There can be no possible doubt that, even in the case of very large and very successful businesses, there are innumerable boards which are quite three or four times the proper size for maximum efficiency, and probably half or more of the members are mere passengers. In a huge concern, the expense of superfluous "guinea-pigs" is a comparatively small item, and so long as dividends are maintained, shareholders do not trouble themselves about the waste. Amalgamation is a fruitful source of swollen boards, and certain banks and insurance companies might shed the greater part of theirs without impairing their efficiency. But so long as shareholders are content with incompetent and unbusinesslike persons on their boards, and do not exercise the powers of choice which are given to them, an overworked Legislature can hardly be expected to guard their interests more vigilantly than they are ready to do themselves.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

A Conveyancer's Diary.

Settled Land held in Undivided Shares.

On p. 706 of our last issue the view was expressed that where settled land vested in a tenant for life as trustee-estate-owner devolves upon the personal representatives of that tenant for life and the land has become, on the tenant for life's death, subject to a trust for sale arising by virtue of undivided shares, the case "very probably" falls within L.P.A., 1925, 1st Sched., Pt. IV, para. 2, and not under S.L.A., 1925, s. 36.

We now understand that the practice followed by the Judge in Chambers is to treat such cases as falling within the latter provision. There are, undoubtedly, strong reasons in favour of such a course; in particular, if s. 36 does not apply to such cases, it seems that it cannot apply to any case. It follows that "settled land" must refer in s. 36 to land which was settled immediately before the trust for sale created by s. 36 took effect; for under s. 1 (7) (added by the Amending Act) directly land becomes subject to a trust for sale it is no longer subject to a settlement, hence cannot be "settled land": S.L.A., 1925, s. 2.

The Amending Act also provides (when amending L.P.A., 1925, s. 28 (1)) that the former Settled Land Act trustees, who become statutory trustees for sale, are to have any additional powers confirmed by the former settlement. No doubt this refers to s. 36 as well as to the transitional provision contained in L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3); see 2 Wolst. & Cherry, p. 605.

It would seem therefore advisable to follow the practice adopted by the Judge in Chambers, namely, to treat s. 36 as applicable, and accordingly to assent in favour of the S.L.A. trustees.

In any case, owing to the operation of A.E.A., 1925, s. 36 (7), a purchaser from the persons in whose favour an assent was made is protected. The assent operates as a curtain behind which the purchaser need not look.

Special Representation as respects Settled Land.

A general grant of representation to the estate of a person in whom the legal estate in settled land was vested includes that estate if the land ceased to be "settled land" on the death of the estate owner; it is not necessary in such a case to take out special representation as respects the land formerly settled: *Re Bridgett and Hayes*, 1928, 1 Ch. 163.

If land stood limited under a settlement to T for life with remainder as T should by will generally appoint, and T made an appointment creating a new settlement under the general power, then *Re Bridgett and Hayes* would apply. This would be a case of a settlement made by the deceased's will: A.E.A., 1925, s. 22.

But if on the other hand the limitations had been to T for life with remainder to the children of T as T should by will appoint and T by his will exercised this special power in favour of a son absolutely but charged the property with the payment of money to a daughter, this appointment, creating a family charge within S.L.A., 1925, s. 1 (1) (v), would be read into the original settlement which would thereby be kept on foot. Thus the land would remain "settled land" and special representation would be necessary.

Suppose land was settled by a pre-1926 deed on A for life, with remainder to B in fee simple, and that no S.L.A. trustees were appointed. By virtue of L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5, 6 (*c*), the legal estate in the land became vested in A as tenant for life-estate-owner. On the death of A after 1925 representation must be obtained in order to get the legal estate duly vested in B. If A has died leaving practically nothing except the land formerly vested in him as tenant for life and his affairs in a state of chaos, it may prove difficult to persuade anyone to apply for general representation (which would include the land vested in A as tenant for life: *Re Bridgett and Hayes*, *supra*) to his estate. What is the best course for B to follow?

The answer is given in *Re Dalley*, 70 Sol. J. 839. In that case T, a testator, died in 1897 having appointed his wife W sole executrix of his will and devised to her his real estate for her life with remainder to R in fee simple absolutely. On W's death in 1926 intestate, a widow, and leaving no next of kin, R obtained, pursuant to Jud. Act, 1925, s. 155 (1), a grant of limited administration as respects the real estate.

Section 155 (1) provides that: "Probate or administration in respect of the real estate of a deceased person, or any part thereof, may be granted either separately or together with probate or administration of his personal estate, and may also be granted in respect of real estate only where there is no personal estate or in respect of a trust estate only, and a grant of administration to real estate may be limited in any way the court thinks proper."

B in the case in question ought to apply for letters of administration in respect of the trust estate vested in A as tenant for life.

The importance of the decision in *Re Dalley* was not, it seems, generally appreciated at the time. The only reports of the case are that contained in 70 Sol. J. 839, and a short one in 1926 W.N. 232.

Presumably the court would act on s. 155, and apply the principle in *Re Dalley* where the land remains "settled land" on the tenant for life's death. The application for representation in such a case would, if there were no S.L.A. trustees, be made by the new tenant for life.

Landlord and Tenant Notebook.

Covenant against Assignment or Underletting.

When a lessee is desirous of assigning but is met with an absolute refusal by the lessor to consent to an assignment it may not always be possible for him to rely on the provisions of the Landlord and Tenant Act, 1927.

By s. 19 (1) of that Act in all leases, whether made before or after the commencement of the Act, containing a covenant, condition or agreement against assigning, underletting, charging or parting with the possession of any part thereof without licence or consent, the covenant, condition or agreement is to be read subject to a proviso to the effect that such licence or consent is not to be unreasonably withheld.

It may be argued, however, that the benefit of the above provision may not be claimed where the covenant is of an absolute nature and contains no provision for assigning, etc., without licence or consent, and furthermore it is expressly excluded by sub-s. (4) of s. 19 from agricultural holdings.

There are means available to a lessee, however, in certain circumstances to get over the difficulty of the refusal of consent by the lessor; but whether these means are available to him or not will largely depend on the manner in which the covenant is worded. Usually, where the covenant merely prohibits assigning or underletting and contains no restriction against parting with possession, the difficulty created by the absolute refusal of the landlord to give his consent may be surmounted by executing a declaration of trust, which has the effect of creating merely an equitable and not a legal assignment. For it has been held that a covenant against assigning amounts merely to a covenant against executing a legal assignment, and that therefore the covenant will not be broken where there is merely an equitable assignment.

Thus, in *In re Hughes; ex p. Hughes*, 1893, 1 Q.B., at p. 600, Lindley, L.J., although holding that a conveyance by a debtor of all his property to trustees for the benefit of his creditors would amount, for the purposes of the bankruptcy laws, to an assignment by the debtor of his property to trustees for the benefit of his creditors, even though the legal estate in some of the property (e.g., leaseholds) still remained

in the debtor, pointed out, nevertheless, that recourse was had by conveyancers to a declaration of trust in lieu of an assignment where leaseholds could not be assigned without the licence of the lessor and the latter's licence was not readily procurable.

This *dicta* may be regarded as *obiter*, but in at least two cases the point has been expressly decided by the courts, the cases in question being *Horsey Estates, Ltd.* v. *Steiger*, 1899, 2 Q.B. 79, and *Gentle* v. *Faulkner*, 1900, 2 K.B. 267.

In *Horsey Estates, Ltd.* v. *Steiger*, where the covenant was not to assign or underlet without consent, assignees of a lease had entered into an agreement for the sale thereof to a company under the terms of which it was provided that at a certain period, though the purchase might not then be completed, the purchasers should be let into possession of the premises, and from that day should pay the rent and outgoings. The purchase was not completed by that date and the purchasers were let into possession, but it was held that no breach of the above covenant had thereby been committed. In his judgment Lord Russell, C.J., said (*ib.*, at pp. 92, 93): "It is contended that this makes the new company, the defendants, undertenants. But on what terms? The new company pay no rent to the defendants, they have undertaken no obligations, except those mentioned, which are not necessarily obligations of tenancy . . . In plain sense and according to the ordinary understanding of men this is not a case of underletting at all but merely a case in which the company has been let in in terms of purchase."

It does not appear from the above case whether any rent had been paid by the new company, but had that been the case it would appear that some sort of a tenancy would have been created as between the new company and the defendants, and that accordingly a breach of the covenant would thereby have been committed.

So again in *Gentle* v. *Faulkner*, the lessee executed a declaration of trust of all his leasehold property, whereby he declared he would stand possessed of such property upon trust for the trustee of his creditors and to assign and to dispose of the same in such manner as the trustees should direct for the purposes of the deed. The trustee entered possession, but no legal assignment was executed. It was held that there was no breach.

Our County Court Letter.

THE RESPONSIBILITIES OF GARAGE PROPRIETORS.

The implied authority of a member of a garage staff was considered in the recent case of *Watkins* v. *Jones & Sons* at Bristol County Court. The plaintiff had taken his motor cycle to the defendants' garage for repairs, and in order to discover the seat of the trouble, one of the defendants' employees took the machine for a short run, during which it fell over and caught fire. The defendants denied liability for the resulting damage, as the motor cycle had been taken to a garage which was only in charge of a clerk. The latter had no authority to undertake repairs, as such orders were not accepted by the defendants at that particular garage, the only mechanical appliance on the premises being a tyre pump. The duties of the clerk were restricted to supplying petrol from an installation and booking seats for motor coach tours. The evidence for the defence was that the plaintiff called and asked if his cycle could be repaired, and the clerk said that no repairs were done there, but as it was raining he himself would see what could be done in order to help the plaintiff. While being ridden by the clerk the machine skidded and caught fire, owing to the fact that the tank had no proper screw tap, but was stopped with a cork that did not fit. The clerk also stated that if his efforts had been successful he would have charged the plaintiff for the repairs, but would have kept the amount himself instead of accounting for it to the defendants. His Honour Judge Parsons, K.C., held that there was no evidence that the clerk had authority to carry out any repairs, and judgment was therefore entered for the defendants.

The test as to whether a garage employee was acting within the scope of his employment had previously been applied in *Jefferson & Atkey, Ltd.* v. *Derbyshire Farmers, Ltd.*, 1921, 2 K.B. 281. The plaintiff Jefferson was the owner of a garage, which he had leased to the plaintiffs Atkey, Ltd., who had in turn sub-let a share in the garage to the defendants for a year. A youth employed by the defendants had been smoking a cigarette while pouring benzol from a drum into a tin, with the result that the garage caught fire and was destroyed. The plaintiff Jefferson sued for the damage to his building, and the plaintiffs Atkey, Ltd., sued for the loss of one of their taxi-cabs which was in the garage at the time of the fire. Mr. Justice Horridge held that the youth had not been acting within the scope of his employment in lighting the cigarette, but he gave judgment for the plaintiffs on the ground that the filling of tins in the garage was a breach of the defendants' tenancy agreement, for which they were liable in damages. The Court of Appeal upheld this judgment on different grounds, Lord Justice Bankes holding that it was not necessary to decide whether smoking was within the scope of the youth's employment. The filling of tins, however, was in the scope of his employment, and it was the youth's duty to exercise reasonable care, so that his failure to do so established a cause of action upon which both plaintiffs could succeed. Lord Justice Warrington (as he then was) held that the employers were liable because the youth was doing their work in an improper way, and the present Lord Atkin based his concurrence on *Musgrove* v. *Pandelis*, 63 Sol. J. 353, also quoted, *ante*, p. 656.

A converse case to the above, in the sense that it involved the implied authority of the customer, was *Albemarle Supply Co.* v. *Hind & Co.*, 71 Sol. J. 777. The defendants had garaged three taxi-cabs, and their customer owed an account for rent, cleaning and repairs, but it subsequently transpired that the customer only held the cabs on hire-purchase and that the real owners were the plaintiffs. The latter claimed the cabs on the instalments falling into arrear, but the Court of Appeal held that the defendants had a lien for their garage fees, and that the lien was not lost by their allowing the customer to have temporary possession of the cabs for the purpose of plying for hire.

The position arising on the sub-letting of a contract for repairs was considered in *Pennington* v. *Reliance Motor Works*, 66 Sol. J. 667. The plaintiff arranged for his car to be altered for £500 by a third party, who arranged for the work to be done by the defendants for £377. The defendants re-delivered the car to the third party, who was paid by the plaintiff, but the defendants' bill was never paid. Subsequently the plaintiff happened to leave his car for repairs with the defendants, and was surprised to receive a demand for their unpaid account. Mr. Justice McCardie held, however, that the defendants had no claim, as their customer had had no authority from the plaintiff to create a lien.

OFFENDERS WHO MAKE GOOD.

Sir Robert Wallace, in a discussion on probation at the Magistrates' Association Conference at the Guildhall, emphasised the good achieved by the working of the system at London Sessions.

"We have never hesitated in regard to the adult criminal to put him on probation," he said, "if we considered it a suitable case.

"I have now been twenty-two years at London Sessions, and we have put thousands of people on probation. We have found that something like 95 per cent. of those who have been bound over and placed under supervision at London Sessions have never returned to the criminal ranks again.

"Many of them are occupying positions of honour in the country which would amaze you to know of."

Practice Notes.

NOISY MOTOR EXHAUSTS.

NOVEL circumstances with regard to the above were recently considered by the magistrates at Lowestoft, where a motor boat proprietor was summoned for not using an effective silencer on a motor launch on Oulton Broad, contrary to the Lowestoft and Oulton Broad Order, 1922. The town clerk, as clerk to the Oulton Broad Joint Committee, stated for the prosecution that many complaints had been received of noises from motor boats, and the harbour-master of Oulton Broad gave evidence as to the noise, but admitted that he had no technical knowledge of motor boats. A member of the Joint Committee stated that he owned a quay in Oulton Broad, and on the date in question he saw and heard the defendant's motor boat circle once or twice round Carlton Ham before entering Borrow's Ham, where it could still be heard though out of sight. A week previously he had told the defendant that he would have to apply for an injunction, as a petition from residents had been received by the committee. Many motor cars with similar engines ran silently, and while the witness did not know of a silencer for this particular boat, there were plenty of out-board motor boats which made no distressing noise though not absolutely silent. The submission for the defence was that there was no evidence of nuisance to the public, as the harbour-master was an official performing his duties and could hardly be described as a member of the public. The Mayor, Mr. A. EVANS, stated after a retirement that the bench held that there was not sufficient evidence that the particular boat was a public nuisance, and the case was dismissed with five guineas costs against the prosecution. The issue was therefore different from that under the Motor Cars (Use and Construction) Order, 1904, Art. IV (7) and the case emphasises the contrast between the methods of dealing with the same offence according to whether it is alleged to have taken place afloat or ashore.

Legal Parables.

XIII.

The Good Countess and the Bad Charwoman.

IN Paphlagonia, which is far away, the young and lovely Countess DELLA SPINACHI, soon after her marriage, found that her taste in cigarettes and her husband's were Hopelessly Incompatible. Only one course was open to her, and she took it—to her lawyer's office. She put a proposition to the eminent Mr. X.

"Certainly not, my lady," he said with finality after he had listened to it. "For you and his lordship to make such an arrangement would be Collusion, which could not be countenanced in this office. The Lord High President of has Very Properly stated that he will report any Practitioner who advises conduct of the sort to the Paphlagonian Law Society. At the same time," he added severely, "if his lordship has the Abandoned Profligacy to stay with a Scarlet Woman at an Inn, and the Heartless Levity to inform you of such Conduct by letter, you would be fully justified in using it in evidence to obtain a dissolution of the Fetters which chained you to such a Monster."

Now the Count DELLA SPINACHI had the Abandoned Profligacy to stay at an Inn with a Scarlet Woman (not really Scarlet, but Petite and Brunette, the Countess being Tall and Blonde) and the Heartless Levity to inform the Countess by letter, enclosing the Inn Bill as an Exhibit. So she obtained dissolution of the Fetters which chained her to such a Monster. Later, she and the Monster gave a dinner to celebrate the event.

Then Mrs. JONES, an unknown client, came to Mr. X. Mrs. JONES was voluble. "I see as 'ow yer did this divorce of Lady SPINACHI, and me and JONES can't git on, so we're doing the same, and 'e's stayed at the Chequers in 'Igh-street with 'is new intended, and we arranged 'e'd send me the bill, and 'ere——"

Mr. X drew himself up Majestically to his Full Height. "Madam," he exclaimed with Indignation and Reproof in his voice. "Are you aware that you are seeking to make me enter into a Conspiracy to Deceive the Court—a Conspiracy, I repeat, to Deceive the Court, and nothing short of it? Your case, madam, is hopelessly tainted with Collusion, and no Respectable Office would touch it."

Mrs. JONES departed abashed but puzzled.

The Countess, now the Marchesa ARTICIOCCHI, has lived Happily Ever After.

Mr. JONES soon left Mrs. JONES and lived also happily with a New Partner. Mrs. JONES does not know his address, and now finds herself unable to support herself and her children.

A.

Obituary.

MR. P. GAUSSEN, K.C.

One of the most popular members of the Irish Bar, Mr. Perceval David Campbell Gaussen, K.C., died recently at his residence, Clifton, Monkstown, County Dublin, at the age of sixty-six. He was descended from a French Huguenot, who, on the revocation of the Edict of Nantes, escaped, with the intention of settling in England, but being driven by a storm, decided to run for Carlingford Bay, and settled at Newry. Born on the 2nd July, 1862, Mr. Gaussen was the eldest son of Mr. David Campbell Gaussen. He was Wray Prizeman in Logic and Ethics at Dublin University, graduated with a senior moderatorship in mental and moral philosophy in 1884, and was Ex-President of the University Philosophical Society. He was called to the Bar in 1885, took silk in 1909, and was Senior Crown Counsel for County Cavan.

SIR WILLIAM RAMSDEN.

Sir William Ramsden, J.P., solicitor (senior partner in the firm of Ramsden, Sykes & Ramsden, Huddersfield), passed away suddenly at his residence on Monday—following an attack of pneumonia—in his seventy-second year. Admitted in 1878, he became a partner in the firm of Ramsden & Sykes, specialising in commercial and company law, and was President of the Huddersfield Law Society, 1902-4. A sound lawyer with a wonderful capacity for hard work, he was, perhaps, better known through his association with the Halifax Building Society—probably one of the greatest and most successful institutions of its kind in the world—of which he became president. This society, it is interesting to recall, was formed by the recent amalgamation of the Halifax Permanent Benefit Building Society and the Halifax Equitable Benefit Building Society, both in themselves large and important organisations. Sir William played a very active part in the conduct of the negotiations, which terminated so successfully early in the present year. Amongst the more important duties discharged by Sir William during the war were those of Chairman of the Munitions Court for Halifax and Huddersfield, and Chairman of the Huddersfield War Pensions Committee. He was a Director of Hopkinsons Limited, Huddersfield, and of the Yorkshire Board of the Union Bank of Manchester. His Majesty conferred the honour of knighthood upon him in 1926—his name appearing in the Birthday Honours List—in recognition of his many public services.

H.

THE LATE SIR ARTHUR CHANNELL.

The Legal and General Assurance Society Limited has sustained a great loss by the death of Sir Arthur Moseley Channell, who had been a director since 1911. Sir Arthur was within a few weeks of attaining his ninetieth birthday, and had a distinguished legal career. He was called to the Bar by the Inner Temple in 1863, and was appointed a judge of the High Court in 1897. In 1914 he resigned from the Bench at the age of seventy-six, but rendered signal service in the hearing of prize appeals arising out of the war. His death is a great loss to his profession and to his many friends.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Charity—Mortmain and Charitable Uses Act, 1891—Devise of Land—Sale.

Q. 1453. A testator devised freehold land to the representative body of the Church in Wales in trust to apply the income for the benefit of a country church. The Charity Commissioners now point out that the gift is void under the Mortmain Acts, and that the land must be sold. The parties are most wishful that the original gift shall take effect if possible, and the question has arisen if the land is not sold whether there is a "resulting trust" in which case the representatives of the testator are prepared to convey the land on the terms of testator's will. If this cannot be done is there any other way by which the testator's wishes may be carried out. An order for sale has been obtained from the Charity Commissioners, but, as stated above, the authorities of the Church wish to secure the land.

A. It is inaccurate to say that the gift is void, if the use (as appears to be the case) is charitable. The gift is good, but the land must be sold within a year of the testator's death (M. and C.U.A., 1891, s. 5) except in certain circumstances not here applicable. There is therefore no possibility of a resulting trust. Even had there been a resulting trust we very much doubt whether the personal representatives could have made the contemplating conveyance.

Parochial Church Council—Acquiring Land for Lawn Tennis—Powers—Procedure.

Q. 1454. A B Limited, an industrial and provident society duly incorporated under one of the Industrial and Provident Societies Acts, 1876-1913, has contracted to sell a piece of land of 3 acres to the parochial church council of the parish of C. The land is intended to be made into private tennis courts for the use of the church members. The purchase money is to be provided by the X Y Executor and Trustee Company, Limited, who will act as custodian trustee, the management being vested in the parochial church council. The legal estate will be conveyed to the custodian trustee. How should the transaction be effected, and what documents are necessary? Reference to precedents would materially assist.

A. The powers of parochial church councils, created under the schedule of the constitution of the National Assembly, are conferred by the Parochial Church Council (Powers) Measure, 1921, that as to holding land being the subject of s. 5. By sub-s. (i) the Diocesan Authority must consent and the requirement that the legal interest shall be vested in the diocesan authority is in terms imperative. The advisers of the parochial church council should therefore at once place themselves in touch with those of the diocesan authority, who are likely to have a set of their own forms for transactions under the measure. The question whether the proposed use of the land for private lawn tennis courts is an "ecclesiastical purpose" is certainly not without difficulty; it is of course arguable that lawn tennis is beneficial for the health and physical development of the church members, and tends to keep them from public-houses, etc. Possibly *Re Mariette*, 1913, 2 Ch. 284, and *Re Gray*, 1925, Ch. 362, might be cited in aid. As a practical matter, if the diocesan authority does not object, no one else is likely to do so. The council having power under s. 5, *supra*, to manage any such property, the opinion is here given that on the recital that the company had advanced the money for the purchase, and that the council had agreed with the executor and trustee company to grant a mortgage, the diocesan authority by the request of the council may mortgage to the company accordingly. Probably, however, the diocesan authority will be guided by its own advisers in the matter. Whether the company can advance on mortgage of land up to its full value will of course be a question to be solved by perusal of its articles and memorandum.

Cost of New Road—Covenant running with the Land.

Q. 1455. In 1910 A B conveyed freehold building land forming part of a building estate to C D in fee simple; and the conveyance contained a covenant by C D for himself his heirs executors, etc., with A B his heirs and assigns, that he would, if and when an intended new road adjoining the land should be formed and metalled, pay a due proportion (according to frontage) of the cost of forming and metalling the same, and of laying down any sewer; and at the like expense would thereafter maintain the said road in good repair. C D has since sold the land to E F, but we have not seen the conveyance, so do not know if the covenant was referred to therein. A B died and his executor conveyed the unsold part of the building estate to X Y in fee simple, and X Y has recently sold the same to the corporation of the borough for housing purposes, and the conveyance includes "the benefit of and right to enforce" the covenant above referred to. The corporation in 1926 decided to make the intended road and to lay a sewer therein, and having notified X Y of their intention, and duly metalled the roadway, paved the footways and constructed a sewer, and called upon X Y to pay a proportion of the cost based upon the frontage of the land he purchased. Please advise whether X Y is liable for payment of this proportion of the cost.

A. Under the L.P.A., 1925, s. 79, E F is bound even if the covenant was not referred to in the conveyance to him, and under s. 78, X Y and the corporation are each in turn entitled to the benefit of the covenant. It appears that X Y has disposed of all his land and has ceased to be a frontager. He is therefore not liable for any proportion of the cost of the new road, and the Corporation can sue E F on his covenant. This appears to be unnecessary, however, as they can claim E F's proportion from him as a frontager before the magistrates under the Public Health Act or its local equivalent.

Breach of Promise by Defendant in India.

Q. 1456. Can a writ claiming damages for breach of promise of marriage be issued by a woman in England against a man living in India? If so and substituted service is effected and judgment for damages is obtained can such judgment be enforced in any way against the man so long as he remains in India or out of England? What would the position be if the man returned to England for a short vacation?

A. In the absence of fuller particulars, and assuming that the defendant is still domiciled in England, though he may spend most of his time in India, the answer is that such a writ can be issued. Substituted service can only be ordered under R.S.C. Ord. X, if the defendant was in England when the writ was issued and personal service has since become impossible. R.S.C. Ord. XI, provides for an order for service out of the jurisdiction, but (*a*) where the promise to marry was given in England, nothing being said as to the place of marriage, and the defendant wrote from abroad breaking off the engagement, an order for service out of the jurisdiction

was refused: *Garlick* v. *Blundell*, 29th December, 1898, unreported; (*b*) when in similar circumstances the marriage was to have been in England, an order for service out of the jurisdiction was made: *Cooper* v. *Knight*, 17 T.L.R. 299. If judgment for damages is obtained, execution can be issued against the defendant's property in England, if any, otherwise an action on the judgment must be brought in the court of the Presidency or other part of India in which the defendant resides. If the defendant has a short vacation in England, and invests in a motor car and opens a bank account, these can be taken in execution by fi. fa. and garnishee proceedings respectively, and the defendant will be subject to the ordinary process of judgment summons or bankruptcy.

Foreign Debtor—Recovery of Debt.

Q. 1457. I act for a local firm who are applying for an account owing to them by a Dutch firm. Could you advise me what procedure is the best to take in order to obtain payment?

A. If the Dutch firm in question does not carry on business within the jurisdiction of the English courts, or has agreed, which is extremely unlikely to receive service here, it cannot be sued in this country and can be sued only in Holland. Possibly, however, one of the debt collecting agencies may have special facilities in such a case through their representatives in Holland for recovering the debt without recourse to litigation.

Estate Duty on Cesser of Annuity.

Q. 1458. A.G.E. has for many years been making an allowance of £100 a year to F.E. It is now proposed that in order to enable F.E. to re-claim the income tax on this £100 A.G.E. should execute a bond or covenant securing to F.E. for her life, an annuity of £100 per annum. Is not this arrangement open to the objection that on the death of F.E. estate duty is payable by A.G.E. on the value of the cesser of the annuity? If so, please indicate how the value of the cesser of the annuity is arrived at. We have not been able to find any authority on the point. Is it possible to effect the object desired by some other method which will not render estate duty payable?

A. It is thought that the arrangement suggested is open to the objection that on the death of F.E. estate duty will be payable on the cesser of the annuity. The calculation and duty chargeable would be according to tables annexed to the Succession Duty Act, 1853. It is thought that the object desired could not be attained in any way other than that suggested in the query.

Costs—Solicitor-Trustee—Loan of Trust Money on Mortgage.

Q. 1459. I am a solicitor-trustee, and there are two other trustees (laymen). In the will appointing the trustees there is no provision for enabling a solicitor trustee to charge for his services. There is a sum of £450 in the hands of myself and co-trustees available for investment. A client of mine desires to borrow this money on an excellent security, of which my co-trustees would doubtless approve. Can I charge the *borrower* my costs for negotiating the loan, and for deducing title, etc., if the money is advanced?

A. A solicitor-trustee is not obliged to account for any profits which he may have made professionally by his charges against a mortgagor upon the security of whose property he advanced moneys pertaining to the trust.: "White and Tudor's Leading Cases in Equity," 8th ed., Vol II, p. 612, citing *Whitney* v. *Smith*, L.R. 4 Ch. 513. Only those charges which are technically made against the mortgagor (as distinct from those made against the mortgagee, but payable by the mortgagor, may be charged, effect being given to the rules applicable to the case of a solicitor acting for both mortgagor and mortgagee. One-half the charge for deducing title, etc., only can therefore be charged.

Correspondence.

The Law of Master and Servant.

Sir,—At p. 695 of The Solicitors' Journal for 13th inst., under the heading "The Law of Master and Servant," the lecturer is reputed to have said: "But if the car was lent or hired to the friend who was driving it alone, there would be no liability (for the driver's negligence) on the owner, as he would not have the right of control."

With great respect, is this now correct, having regard to the decision of the Court of Appeal in *Parker* v. *Miller*, 42 T.L.R. 408?

The head-note of the report is as follows:—

"The defendant was the owner of a motor-car and frequently allowed a friend of his to drive it. On the occasion in question the defendant got out of the car and allowed his friend to drive it to the latter's house, which was in a road with a very steep gradient. The defendant's friend left the car in the road outside the house, and after half an hour the car started down the hill and crashed into the area of the plaintiff's house. In a county court action for damages for negligence the judge found that the defendant's friend was negligent, and that the defendant was responsible for such negligence, and awarded the plaintiff damages. Held, in the Court of Appeal, *inter alia* . . . that although the defendant was not in control of the car when the accident happened, yet, as he had the right of control, there was evidence on which the judge could find the defendant was responsible as principal."

Surely this case decides that when a car is lent to a friend the owner remains liable for that friend's negligence?

London, E.C.4. Percy C. Lamb.
15th October.

[When the lecturer's attention was called to the above letter, he pointed out that the case is very shortly reported, but a perusal of the summary of the evidence shows that there was evidence to justify the finding of the learned county court judge, as the Court of Appeal decided; he does not consider that the case conflicts with the general principle of law stated in the lecture.—Ed., *Sol. J.*]

Keeping in Good Repair and Condition (reasonable wear and tear excepted).

Sir,—I again venture, not without diffidence, to comment on your contributor's article under this heading on page 678 of your current issue. I *do* suggest that the only logical rule to be applied to contracts of the type discussed is that the tenant is freed from liability "in respect of all dilapidations caused by friction of air, by exposure and by ordinary use," and I contend that the effect of attempting to split up liability for dilapidations caused directly or indirectly by want of repair leads one into the illogical position of blowing hot and cold, if the tenant is to be freed from liability in the first case and yet to be liable in the second.

Consider for a moment the practical results of applying such a principle to the condition of affairs set out in *Terrell* v. *Murray*, where the tenant was not responsible for painting outside woodwork and for similar repairs. If the tenant should allow the outside woodwork to remain unpainted, as *ex hypothesi* he may, the woodwork will in the ordinary course of weather wear, rot and decay and fall to pieces, window and door frames will collapse, and windows and doors be broken and decay. All these results are the indirect result of the non-painting of the woodwork. Yet, if I apprehend your contributor's distinction aright, he would advise that the tenant is responsible to make good these indirect results of his failure to do works which are the only means of preventing such results. If this is the law, a lawyer's duty is to advise a tenant who is not legally bound to effect a repair that practically he can be made to effect it. Surely that is a contradiction in terms

which few, if any, tenants could understand and few lawyers would care to pronounce with any hope of their clients retaining respect for legal principles.

London, E.C.4. PERCY CLARKE.
18th October.

[Your correspondent, I am afraid, is not distinguishing between cases in which there is no liability to repair at all and cases in which there is a liability to repair, the full extent of which is mitigated by a reasonable wear and tear clause.

If a tenant has undertaken to do inside repairs only, he is not responsible for outside repairs, nor for the consequences accruing as a result of the neglect on the part of the landlord to keep the outside in repair.

But if a tenant has undertaken to do inside repairs, reasonable wear and tear excepted, then, although he would not be liable for such deterioration on or may be the direct result of reasonable wear and tear, he will, according to the authorities I have cited, be responsible for any further damage or deterioration resulting therefrom, if it is of such a character that it could reasonably have been prevented by him, having regard, however, to the nature of the general covenant to repair.

If the law is anomalous, the anomaly may easily be removed by the simple expedient of couching the covenant to repair in such language as will clearly indicate what are the intentions of the parties as to the extent of the liability of the tenant under the covenant.—YOUR CONTRIBUTOR.]

Perpetuities—*Q.* 1214.

Sir,—I have just been reading your answer to *Q.* No. 1214 of "Points in Practice" contained in your issue of 14th April, which somewhat puzzles me.

As I understand the Rule of Perpetuities, an estate or interest has to vest within a life or lives in being and twenty-one years after. In the question under consideration the vesting was to be postponed until the youngest of three children attained the age of twenty-five, i.e., until the event happened which, if it happened at all, must be during the existence of a life then in being. Why then does this violate the law against perpetuities?

Your explanation will be much appreciated.

London, W.1. JAS. H. RAMSDEN.
16th October.

[This correspondent is thanked for calling attention to the slip in the answer to the first point of this question. That answer would have been a good one in advising on an ante-nuptial settlement, but the questioner mentions three children already in existence, and the proposed vesting when the youngest attains twenty-one is clearly within lives in being. The answer to the first point, therefore, should run: (1) No, the limitation is effective without reduction, but the direction for accumulation should be limited under the L.P.A., 1925, s. 164 (1) (*b*), not to exceed twenty-one years from the settlor's death. The answer to point (2) is confirmed.—YOUR CONTRIBUTOR.]

Books Received.

Passing Off. The Law as to Imitation and Deception in Trade. E. HOLROYD PEARCE, Barrister-at-Law (Joint Author of "The Law of Nuisances"). pp. xv and 156 (with Index). 1928. The Solicitors' Law Stationery Society, Ltd., 22, Chancery-lane, W.C.2; 19 and 21, North John-street, Liverpool; and 66, St. Vincent-street, Glasgow. 8s. 6d. net.

Constitutional Laws of the British Empire. By LEONARD LE MARCHANT MINTY, Ph.D., B.Sc., B.Com., LL.B. London: Sweet & Maxwell, Ltd. 1928. xvii and 258 pp. 15s. net.

The A.B.C. Guide to the Practice of the Supreme Court, 1929. 24th Edition. Part I. General Practice by F. R. P. STRINGER of the Central Office of the Supreme Court. Part II: The Practice of the Crown Office, by W. E. DAVIS and D. BOLAND of the Crown Office of the Supreme Court. London: Sweet & Maxwell, Ltd., and Stevens & Sons, Ltd., 212 and lxx pp. 10s. 6d. net.

The Arbitrator. The Journal of the Institute of Arbitrators. Incorporated. Vol. II. New Series. October, 1928. No. 6. 28, Bedford-square, W.C.1. 1s. net.

The Law Institute Journal. The official organ of The Law Institute of Victoria. Vol. II. No. 6. 1st June, 1928. Stead's Pty. Limited, Henty-house, 499, Little Collins-street, Melbourne. 2s. per copy.

Incorporated Accountants' Students' Society of London. Lectures etc., for the year 1927, comprising the Lectures delivered before the members of the Society and the Report of the Committee for 1927. Published by the Society at 50, Gresham-street, Bank, E.C. 3s. 6d. net.

NOTES OF CASES.

Court of Appeal.

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.
19th October.

In re a Debtor (No. 549 of 1928).

BANKRUPTCY—LANDLORD CREDITOR'S CONCURRENT REMEDIES AGAINST DEBTOR TENANT—RIGHT TO DEMAND SUB-TENANTS' RENT—FURTHER RIGHT TO PROCEED IN BANKRUPTCY FOR BALANCE OF DEBT—LAW OF DISTRESS AMENDMENT ACT, 1908, 8 Edw. 7, c. 53, s. 6—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, s. 1, s. 2, proviso.

A petitioning creditor served a bankruptcy notice upon his tenant in respect of a judgment debt of £217 for rent, etc. The notice was not complied with within the period allowed, and a petition for a receiving order was presented. Later, the creditor served a notice under s. 6 of the Law of Distress Amendment Act, 1908, upon sub-tenants of the debtor, requiring them to pay rent direct to him (the creditor) as superior landlord; £62 was so received. After various adjournments of the hearing of the petition for a receiving order, such order was in fact decreed by the Registrar. The debtor appealed, contending that as the creditor had exercised his right under the Law of Distress Amendment Act, 1908, he could not go on under the bankruptcy in the normal way, so as to harass the debtor under two different modes of procedure.

THE MASTER OF THE ROLLS said that by the proviso to s. 2 of the Bankruptcy Act, 1914, a bankruptcy notice was not invalidated by the fact that the sum claimed exceeded the amount actually due unless the debtor had taken certain steps in protest. In the present case the act of bankruptcy was complete and the proceedings taken by the creditor were prefectly regular. The debt of £217 had been reduced to the extent of £62, but *In re Bond: ex parte Capital and Counties Bank*, 1911, 2 K.B. 988; and *In re a Debtor: Petitioning Creditor ex parte*, 1917, 2 K.B. 60, both showed that the creditor was entitled to proceed if the debt still owing exceeded £50. The procedure under the Act of 1908 was intended to preserve assets of the debtor, and did not preclude the creditor from proceeding under the petition in the normal way.

COUNSEL: *Kingham*, for the appellant; *Tindale Davis*, for the respondent.

SOLICITORS: *W. S. Elsmore; Smythe & Brettell.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

THE LAW SOCIETY AT EASTBOURNE.

ANNUAL PROVINCIAL MEETING.

(*Continued from p.* 713.)

Ambulance Chasing.

Mr. E. R. Cook (London) read the following paper :—

Mr. Justice Finlay's Committee on legal aid for the poor issued its final report in January of the present year. I am not proposing to deal with the general findings of that report. But I think it will be not altogether devoid of interest to this meeting if for a short time I direct attention to that "very different" type of legal aid society, whose activities are animadverted upon in paragraph 11 of the report, which make it their business to take up cases, generally, but not exclusively, accident cases, upon the terms that they are to receive a percentage upon any sum recovered.

It was stated that several of these societies had been detected in highly undesirable practices, and that there were the strongest reasons for suspecting that they were in most cases merely devices used by solicitors to obtain work. The committee reported that instances had been brought to their notice in which such societies had obtained clients while those clients were in hospital, and in some cases through the intervention of hospital officials. They regarded it as most desirable that the poor should as far as possible be protected from societies such as these. They acknowledged the difficulty of ascribing definite means for such protection, and they limited their recommendation to the observation that the most permanent and the most satisfactory remedy would be the ousting of these undesirable societies by the steady spread of legal aid societies of the genuine type.

Since the report was issued the case of *Wiggins* v. *Lavy* has been tried before Mr. Justice Branson and a common jury. The circumstances of that case were that an action for damages for personal injuries had been commenced by a man in humble circumstances against the driver of a vehicle. The plaintiff was maintained by a legal aid society on the understanding that a percentage of any damages recovered should be payable to the society in return for its assistance. The defendant was not himself insured, but his employers were ; and the insurance company defended the action in the driver's name and obtained judgment for costs against the plaintiff. The insurance company, then again in the driver's name, commenced proceedings for damages for maintenance and champerty against the solicitor for the legal aid society, alleging his complicity in the percentage arrangement. The jury found that maintenance and champerty had been proved, and judgment was entered against the solicitor for damages to the amount of the unpaid costs in the original action.

From this judgment the solicitor appealed, and the Court of Appeal have allowed his appeal on the technical ground that as the plaintiff driver had not personally been insured by the insurance company they had no rights by subrogation in respect of the unpaid costs they had paid. The Court of Appeal held, however, that the jury had been justified in their finding of maintenance and champerty against the solicitor.

It remains to be seen what effect this decision will have upon the activities of these so-called legal aid societies and the solicitors who act for those who thus are aided. They may be devising other means to a similar end, but, whatever the result, they will not be in a position to plead that their attention has not been directed forcibly to the opinion of Mr. Justice Finlay's Committee and of the courts with regard to arrangements of this nature. The Master of the Rolls pointed out that when a solicitor acts in good faith and takes pains to discover whether there is a good cause of action, it is permissible for him to take up a case for a poor person who has no money. He said it was hard to define the exact terms on which a solicitor might take up such a speculative case, but that it was a travesty to compare such cases with the action of the appellant in the case with which he was dealing.

We are all only too well aware of the persistent activities of these societies which maintain actions on a percentage basis. Maintenance was prohibited by the common law as having a manifest tendency to oppression, and oppression must ensue when claims for damages are made merely because accidents have occurred without any attempt to enquire into the cause.

In America claims of this nature have developed to such an amazing degree that the Supreme Court in New York County has instituted what is officially termed an "ambulance-chasing" investigation. The allegation made is that lawyers there engaged in ambulance chasing have employed runners to secure retainers ; that they have established means for securing immediate information from hospitals and police stations of the occurrence of accidents ; that they have raced their runners, retainers in hand, to the bedsides of the injured ; that there the runners—by all the means, honest or otherwise, known to high-pressure salesmen—have cajoled and induced and often defrauded the helpless victims into signing retainers which put them into the hands of lawyers whom they did not know and frequently never saw, but to whom nevertheless they became bound to pay a large proportion of what might come to them either by suit or compromise. It is stated that, as a result of this systematic pursuit of personal injury cases, large numbers of such cases have been concentrated in the hands of the ambulance-chasers, so much so that a substantial proportion of the causes upon the jury calendar has been constituted of these cases ; that as a result it has taken three years before a civil action could be brought to trial ; and that merely following upon the institution of the enquiry the number of cases entered has been reduced enormously. It is alleged also that this ambulance-chasing has brought in its wake equally pernicious practices on the part of insurance companies, and others who have made a business of defending negligence suits ; that there has been frequently a scramble between the ambulance-chaser and the insurance company to reach the bedside of the injured, the ambulance-chaser importuning the victim for a retainer and the insurance agent clamouring that the victim shall sign a release for little or nothing.

Lawyers in this country cannot make arrangements of this nature because s. 4 of the Attorneys and Solicitors Act, 1870, which enabled a solicitor to make what agreement he liked, so long as the Taxing Master regarded it as fair and reasonable, was modified by s. 11 of that Act, providing that nothing contained in the Act should give validity to any agreement by which a solicitor retained or employed to prosecute any suit or action stipulates for payment only in the event of success in the suit or action, in other words, to any agreement which amounts to champerty. Apparently no such modification of a similar American law exists, and the enactment of a similar modification would at first sight appear to provide something in the way of a remedy there.

But if, as I have stated, it has not been possible for lawyers here, personally, to chase ambulances in the manner described, it has been possible for them to lend their professional aid to those lay societies and individuals who have communicated indiscriminately with those persons who sustain accidents their willingness to render them legal aid on a percentage basis. The methods adopted by these societies to secure this business are, to say the least, far-reaching. The agents employed are importunate, and the profits realised considerable. No sufficient notice is given to the injured client of his liability for costs to the defendant if he fails in his action, and there can be no doubt that claims are made without due regard to the possibility of substantiating them. Two cases which have come to my notice will serve to illustrate the evils of the traffic. The first is that of the widow of a man who lost his life in a recent railway accident. She was in a delicate state of health and it was of the utmost importance that knowledge of the accident should be kept from her. This purpose was defeated owing to the receipt by her *on the morning following the accident* of a circular letter from a Legal Aid Society offering to maintain for her a claim against the railway company for damages in respect of her husband's death. The second is a case to which my attention was directed by one of His Majesty's judges. The son of a jobbing picture-framer, whom the judge knew, through having on occasion employed him, sustained a somewhat severe injury in an accident with a county council tramcar. The father received a legal aid circular and, though much disposed to think that the tram driver had not been negligent, was persuaded to bring an action against the council. The action

failed and judgment was signed against the plaintiff for a not inconsiderable sum for costs. The particular council was persuaded to the view that the man had been unfortunate in having been approached by a specially persistent agent and was induced to grant lenient terms. Otherwise the man would have been ruined.

Mr. Justice Finlay's Committee expressed, as I have said, the opinion that it is most desirable that the poor should, as far as possible, be protected from societies such as those to which I have been referring, and they indicated some of the methods by which they secure their business. It is not for me to state here what I cannot prove, but I can feel no doubt personally that the machinery of one sort or another by which those who suffer physical injuries are invited to entrust themselves to the guidance of these so-called legal aid societies is very extensive. Many of our best known insurance companies in these days undertake indemnity insurance business, and it is they who best can gauge the methods and means by which claims are advanced. I have referred already to the allegation that in America there has been a race to the patient's bedside between the ambulance chaser and the insurance agent. Such is my belief in and reliance upon the honest dealing of our insurance companies that I am convinced there is no such race here, and that they desire in all cases to act fairly and promptly up to the full limit of their obligations. But it is obvious, when they realise that claims are being made upon them in respect of which no legal rights exist, they must protect themselves as best they can against such claims. Knowing as they do that The Law Society desires their co-operation and that of the hospital authorities towards securing fair and friendly consideration of all accident claims they will, I feel sure, render all the assistance to this end in their power.

This being the position the question arises in our minds as it did in those of Mr. Justice Finlay's Committee, of what is the remedy. It must not be supposed that only poor people receive legal aid circulars. It is my belief that such a circular, or some communication, oral or written, is, or, until recently, was received by every person who had sustained an injury which could by any means or to any degree, however slight, become known publicly. Many of such persons had their own solicitors through whom some of the circulars have reached me and they, of course, were not tempted to accept the Legal Aid Society's offer. Many who have received the offer and have left themselves in the Legal Aid Society's hands would and, in the absence of the Aid Societ y'sintervention, could have afforded readily to consult a solicitor. Quite a considerable number required no more than advice that they had no claim and some knew it without advice.

On the whole it may be doubted whether there is an appreciable number of those who are approached by legal aid societies who could not by one means or another obtain proper legal advice and assistance. But, however great or small is that number, we must agree there should be someone to whom all really poor persons should be able to turn. And, I repeat, Mr. Justice Finlay's Committee in their final report stated that the most permanent and satisfactory remedy would be the ousting of the undesirable societies by the steady spread of legal aid societies of the genuine type.

Quite a considerable number of such societies exist, most being named in the appendices to the report. In London in addition to twenty-seven centres run in conjunction with one or other of the political parties there are thirty-seven general centres of voluntary work and similar centres exist in ten of the larger towns in the provinces. The committee testify that "work of the highest value is being done" at these centres, some of which have been established for many years.

Let us consider the best means of extending this work.

It is now more than two and a half years since The Law Society and the Provincial Law Societies set about the task of rescuing from complete oblivion the administration of the procedure under the Poor Persons Rules. We all remember what had happened and why. A paralysing congestion of applications with the ever-dwindling supply of those willing to deal with them. Delay on one hand and discontent on the other. Prescribed officers obliged to prescribe something whether wanted or not; reporting solicitors for ever hampered in the preparation of their reports; conducting solicitors discouraged in their work; and taxing-masters who came upon the scene only to delay the repayment of out-of-pocket expenses which required no taxation whatever. Thus did we move from bad to worse until an enquiry became necessary. And on the recommendation of The Law Society changes were introduced which mercifully have inspired in us a hope, gradually increasing, that we are on the right road and that by patiently pursuing it we will attain to the establishment of a system of real and permanent value adequate for its purpose.

It has been my privilege to watch, and to some slight extent to participate in, the growth of this work, and I am glad of this opportunity of testifying with gratitude to the loyal co-operation in it of the Provincial Law Societies and their honorary secretaries. Without their aid we in London would have been powerless. Not merely have they borne their full share of the burden. By their willingness and cheerfulness under stress and strain they have encouraged us all to turn away from even the thought of failure. In addition to the London Committee divided into eight sub-committees, one sitting each week, there are approximately eighty provincial committees constantly at work. Last year's figures, which now are complete, show that the applications by poor persons numbered no fewer than 4,743, of which 3,945 were disposed of, 2,047 being granted, and 1,214 refused or otherwise dealt with. These figures cover London and the provinces. The only separate provincial report for 1927, which I have read, comes from Manchester, whose committee dealt with 264 applications. It is upon one fact which emerges from that report that I base my view as to the best method of providing that extension of legal advice facilities which Mr. Justice Finlay's Committee hoped for.

The Manchester report states that at their office in the evenings 1,480 interviews were granted, and that 1,477 letters had been written. It is evident from these figures that the Manchester Committee are not limiting the scope of their work to the mere receipt and disposal of applications. They must be advising and assisting poor persons generally. The same thing is happening in London, and to my knowledge, in some other of the provincial centres, and I am confident in all.

A statement which I can only describe as unfortunate has been made publicly that the Poor Persons Department has no right to give legal advice or to attempt conciliation. I know of no prohibition of the sort, and the tendency is precisely in a contrary direction. Every possible assistance and advice is given to each applicant, and as time goes on the committees will, as in Scotland, become the centres to which all poor persons' applications will be directed.

The Law Society and the Provincial Law Societies have accepted the burden of administering the work of the Poor Persons Department, and there is every indication of a determination on their part to make of it a permanent success by gradually persuading solicitors that an equal distribution of the work amongst all will mean an easy share to each. For the moment we are not in a position materially to extend our responsibilities, although gradually we hope this will be possible. Our present object is to persuade every solicitor to do his share. Let us, I suggest, establish firmly the machinery required for the work we have undertaken. When all anxiety on this score has been removed, but not until then, we can go a step further and consider the extension and co-ordination of legal advice bureaux for poor persons.

This, it seems to me, will be in the direction of widening the duties of the committees or empowering them to appoint sub-committees. In the meantime let it go forth that we want more and more helpers for this particular work of ours, so that each gradually will realise that his share is well within his capacity. When the time comes that all participate, all sense of hardship will disperse, and I venture to prophesy that those who now are reluctant will be most eager that our responsibilities should be extended until every possible need is met. That is the line of advance which I venture to advocate and to invite this meeting to approve.

Let me quote, in conclusion, from the instructions which the immortal knight errant gave to his faithful squire, Sancho Panza, as Sancho was leaving to govern his island:—

> "Let the tears of the poor find more compassion but not more justice from thee than the applications of the wealthy.
>
> "Be solicitous equally to sift out the truth amidst the promises of the rich and the sighs and entreaties of the poor.
>
> "If, Sancho, thou observest these precepts thy days will be long and thy fame eternal, thy recompense full and thy felicity unspeakable."

PRISON FOR UNLICENSED MOTORIST.

At the Kingston-on-Thames County Police-court on the 18th inst., a young man named Ronald Albert Stokes, of Knox-road, Twyford-avenue, Portsmouth, was sentenced to three months' imprisonment upon a summons for driving a motor car without a licence. Upon another summons for driving a car without an excise licence, on a different date, he was fined £5, with the alternative of a month's imprisonment. He was also fined £1 for driving dangerously and £1 for failing to stop at the signal of a police constable. He had admitted all the offences, and it was stated that since 1927 he had been four times convicted for driving without a licence.

The Law of Master and Servant.

(*Continued from p. 696.*)

Except in such cases, where a power of arrest is expressly given to a master, and an employee on the spot must necessarily have authority to decide, when occasion arises, whether or not that power should be exercised, an authority to arrest cannot be properly implied as within the scope of an ordinary servant's duty. But if the master's property is in jeopardy, authority to arrest or cause an arrest may be properly implied if necessary to preserve the property, but in considering whether such authority is to be implied, account must be taken of the opportunity, if any, which the servant had to consult his master (*Hanson* v. *Waller*, 1901, 1 K.B.D. 395). So, if the attempt on the property has failed, and it is no longer in jeopardy, an arrest or prosecution by the servant is merely a vindictive act on his part, or in the course of his general duty as a citizen to assist in upholding law and order, for which the master is not responsible. But before this limited authority to take any ususual steps to protect a master's property can arise, as it is derived from the exigencies of the occasion, a state of facts must exist showing the emergency to be present, or from which it might reasonably be supposed to be present. So where a carter walking home to dinner behind one of his master's carts, reasonably thought that a boy walking beside the cart was stealing from it, and coming up behind him, cuffed him, and the boy fell and was run over, the master was held to be liable, as an emergency being reasonably thought to have arisen, it was within the carter's duties and his implied authority to attempt to protect his master's property, though he was off duty at the time, and the degree of violence used was not so excessive as to make his action more than an unauthorised mode of doing an authorised act (*Poland* v. *Parr*, 1927, 1 K.B.D. 236).

A master may be liable for the fraud of his servant in certain circumstances. If the servant acts within the scope of his duties and on his employer's behalf in furtherance of the latter's interests, but his actions, without the connivance of his employer, amount to fraud on a third party, the benefit of which goes to his employer, then the employer will be responsible for an act within the scope of his servant's duties, and also because, by taking the benefit of the action, he adopts it, and cannot after discovery of the fraud, repudiate the attendant liability for it. he cannot both approbate and reprobate; *Barwick* v. *London Joint Stock Bank*, 1867 L.R. 2 Ex. 259.

In the same way the master may also be liable for his servant's fraudulent actions committed solely to benefit the servant, if the servant's actions are within the scope of his duties. If an employer authorises his servant to do acts of a certain class or transact a certain class of business on his behalf, he must answer for the way in which the servant conducts himself in doing business of that nature, and if the servant commits a fraud for his own benefit while purporting to act for the master in business which he was authorised to transact, then the master may be held responsible, because he clothed the servant with, and held him out as having, the authority by which the latter was enabled to commit the fraud. This was the decision of the House of Lords in *Lloyd* v. *Grace Smith & Co.* 56 Sol. J. 723. The facts in that case are well known. A solicitor entrusted his conveyancing business to a managing clerk without supervision, and the clerk fraudulently induced a client of the firm, who desired to realise some property, to convey it to himself personally, when he disposed of it for his own benefit. The House of Lords held that the solicitor must answer for this, as having held the clerk out as having authority to do the conveyancing work, as in fact the clerk had, he must be responsible to a third party who dealt with the clerk on that basis, and was defrauded. Lord Shaw treated it as a case of two innocent parties being defrauded, and stated that the one to suffer must be the one who gave the person committing the fraud the authority which enabled him to do it.

It seems that this decision is confined to cases of this particular class, as was stated by Mr. Justice Lush in 1913 in *Radley* v. *L.C.C.*, 11 L.G.R. 1035, where he pointed out that in ordinary cases in which it is sought to fix the employer with liability for his servant's actions, it is essential that the act should have been committed in the interests or supposed interests of the master, as opposed to those of the servant. The Courts have refused to extend the principle of *Lloyd's Case* so as to make an employer liable for a theft committed by his servant merely because the opportunity to commit the offence occurred, and the offence was committed, whilst the servant was engaged on his employer's business. Such cases had been decided prior to *Lloyd's Case*, and were referred to without any disapproval in the judgments in that case, and have been followed since. For instance, in *Mintz* v. *Silverton*, 1920, 36 T.L.R. 399, Lord Reading refused to hold a jobmaster liable for the theft by his van-driver of the goods in his van, distinguishing *Lloyd's Case* on the grounds mentioned, and holding that the driver in stealing the goods severed his connexion with his master, who had not given, or held him out as having, authority to do the act. The Lord Chief Justice followed *Cheshire* v. *Bailey*, 1905, 1 K.B.D. 237, where the defendant supplied a brougham and driver to the plaintiffs to convey their traveller and his samples on his rounds. During the traveller's absence at his lunch, the driver drove off and stole the samples left in the carriage. The court held that there was a duty on the jobmaster by his servant to take care of the samples during the absence of the traveller, but that the driver by departing for his own purposes from the discharge of his ordinary duties relieved his master from liability. This case was distinguished from *Abraham* v. *Bullock*, 1902, 50 W.R. 626—C.A., where the facts were identical, except that the theft was committed by others, owing to the driver, during the absence of the traveller at lunch, leaving the carriage unattended while he went to get his own meal. This was negligence on his part in taking care of the property entrusted to his master's, and so to his, care, that is, a negligent way of doing what he was employed to do, for which his master was held to be liable.

I should like now to deal shortly with the defence of "common employment," which is still open to a master who is sued at common law, as opposed to by proceedings taken under the Employers' Liability Act or Workmen's Compensation Act, when of course the defences open to him are regulated by those Acts. We have seen that an employer is liable to a member of the public for an injury committed by his servant or in the course of his employment, but he is not liable when the injured person is himself a servant of the employer and in common employment with the servant causing the injury.

The relationship between master and servant being regulated by the agreement between them, the master can only be liable for failure to perform what he has either expressly or impliedly agreed to perform. He does not agree to protect the servant from injury caused by his fellow servants, nor does he agree to be responsible for such injuries. His implied contract only extends to indemnifying the servant against breaches of the contractual duty which he himself has undertaken, which I will deal with presently, and he is not liable in tort because the injured person has not the rights towards him of a stranger, but only the rights regulated by the contract between them—1907, 2 K.B.D. 653. So the servant when entering the master's employment impliedly agrees to run the risks incidental to his work of being injured by a fellow servant with whom he is in common employment, that is to say, upon whose care and skill in the ordinary course of things his safety must naturally depend.

But, as in the ordinary cases which we have been considering, the servant who causes the injury is himself liable to the party injured, so where the master is exempted from vicarious liability by the defence of common employment the servant is none the less liable to his fellow servant whom he may injure: *Lees* v. *Dunkerley*, 1911, A.C. 5.

Before, therefore, the defence of "common employment" can apply to exempt the master, three necessities must be complied with:—

(1) The injured person and the person causing the injury must both be in the position of servants to the same master.

(2) The act which causes the injury and the injury must occur in the course of the employment of both these persons.

(3) The servants must be in common employment.

(1) As to the first of these considerations, the ordinary tests as to the existence of the relationship of master and servant apply. The defence, therefore, is inapplicable where a servant is injured by an independent contractor, or his servant, working for the servant's master: *Johnson* v. *Lindsay*, 1891, A.C. 371; but it does not apply where the servant of A is temporarily working for B, so as to be in law the servant of B, and either injures, or is injured by, one of the latter's servants: 1891, A.C. 377 and 382; 1893, A.C. 308. The defence, being dependent on the contractual relationship between the parties, cannot apply where one person is compelled by law to work for another. For instance, a pauper inmate of a workhouse is compelled by law to perform the tasks to which he is set by the guardians, and if, while so engaged, he is injured by a servant of the guardians with whom he is working, common employment is no defence to the guardians, as his position not being regulated by contract, no terms as to what risks he accepts and the guardians do not accept can be implied against him: *Tozeland* v. *West Ham Guardians*, 1906, 1 K.B.D. 920. C.A.

(*To be continued.*)

Societies.

United Law Society.

A meeting of the society was held in the Middle Temple Common Room on Monday, 22nd October, Mr. F. B. Guedalla in the chair. Mr. Pritchard opened: "That this house would approve compulsory insurance of motor cars." Mr. Hughes opposed .Messrs. Brewis, MacMillan, Tebbutt, Shanly, Yates and Grobel having spoken, and the opener having replied, the motion on being put to the meeting was lost by two votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 23rd inst. (Chairman, Mr. Gerald Thesiger), the subject for debate was: "That in the opinion of this house the case of *Reckitt* v. *Barnett, Pembroke and Slater, Ltd.*, 1928, 2 K.B. 244, was wrongly decided. Miss R. E. Chambers opened in the affirmative, seconded by Mr. G. E. Walker; whilst Miss D. C. Johnson opened in the negative, supported by Mr. J. L. Freedman. The following members having spoken, viz.: Messrs. M. C. Batten, J. H. G. Buller, P. E. Roberton, S. H. Levine (visitor), G. Roberts, E. G. M. Fletcher, C. B. Head, and H. F. C. Morgan, the opener replied, and the chairman having summed up, the motion was submitted to the meeting and carried by a majority of two. There were twenty-five members and five visitors present.

The London Solicitors' Golfing Society.

The autumn meeting of the London Solicitors' Golfing Society was held on Tuesday, the 9th inst., over the course of The Royal Automobile Club, Epsom, for which there were forty-five entries. The following were the results:—

Scratch medal—W. D. Robinson, 80.

Prize for best medal score presented by Mr. C. H. Hornby—P. A. Sandford, 87—14=73.

Prize for best nine holes out—P. W. Russell, 46—8=38; tied with E. H. Richards, 45—7=38.

Prize for best nine holes home—C. E. Stredwick, 41—7½=33½.

Evelyn Jones Challenge Cups—Sir T. J. Barnes and W. D. Robinson, tied with B. Trayton Kenward and H. Robson Sadler, 1 up.

Legal Notes and News.

Honours and Appointments.

His Honour Judge BARNARD LAILEY, K.C., Judge of the Hampshire County Court Circuit, was at Winchester, on the 15th inst., appointed Judicial Chairman of the Hampshire Quarter Sessions in succession to Sir Francis Gore, K.C.B., who has retired. Judge Lailey was called to the Bar by the Middle Temple in 1890, took Silk in 1914, was County Court Judge of Circuit No. 7 (North Cheshire, etc.) in 1916-1917, when he was appointed to Circuit No. 51.

Mr. ARTHUR TEMPLE CUMMINGS, solicitor, Clerk to the City of London Solicitors' Company, has been appointed Vestry Clerk of the United Parishes of St. Mary Abchurch and St. Laurence Pountney in the City of London in succession to the late Mr. Claudius George Algar. Mr. Cummings was admitted in 1888.

Mr. JOHN S. NICHOLSON, solicitor, Sunderland, and a former Mayor of the borough, has been appointed a Justice of the Peace for Sunderland. Mr. Nicholson was admitted in 1884.

The King has approved the appointment of Mr. ROBERT ERNEST JACK, I.C.S., to be Puisne Judge of the High Court of Judicature at Calcutta in succession to Mr. Justice Dural, whose retirement will take effect on the 25th November, next.

Mr. THOMAS RIDER THOMPSON, solicitor (Messrs. Thompson, Higginson & Thompson, 2, Corporation-street, Bradford), has been appointed coroner for that county borough, in succession to the late Mr. D. N. Haslewood, for whom he had acted as deputy for fourteen years. Mr. Thompson was admitted in 1899, and also holds the appointment of Clerk to the Governors of Leyland's Foundation.

The Lord Chancellor has appointed Mr. J. A. GREENE, C.B.E., K.C., to be a Judge of County Courts to fill the vacancy caused by the retirement of His Honour Judge Scully. Judge Greene will sit as additional judge at Bow and Lambeth County Courts, and will be the judge at Brentford, East Grinstead, Horsham and Waltham Abbey County Courts. His Honour is a son of Mr. John Greene, a Leeds solicitor, and was educated at Giggleswick and New College, Oxford. He was called by Lincoln's Inn in 1900, and took silk in 1927. Judge Scully, who is seventy-two, sat for the last time at Marylebone County Court on Monday, after twenty-five years service' on the Bench, and at the rising of the court took leave of the Registrar and other officers. The following rearrangements in connection with his retirement have been made, viz.: His Honour Judge SNAGGE to be the Judge of the Marylebone County Court, and His Honour Judge THOMPSON, K.C., to be Judge of Bow County Court.

Mr. J. H. LOCKWOOD, solicitor, President of the Bradford Law Society, has been appointed a member of the London Advisory Board of the Century Insurance Company. Mr. Lockwood has admitted in 1912.

LANDLORD AND TENANT ACT, 1927. CLAIM FOR NEW LEASE.

A case under the Landlord and Tenant Act, 1927, believed to be the first application of its kind under the Act (says *The Times*), came before Judge Farrant at the Cambridge County Court recently, when a claim was made by the Cambridge Chronicle, Limited, newspaper publishers and general printers, against Mrs. Florence Louise Kane, of Camberley, Surrey, for the granting of a new lease on the premises occupied by them at 9, Market-hill, Cambridge.

Mr. H. Storry Deans, K.C., for the plaintiffs, said that the present lease of seven and a half years would expire at Lady-Day, 1930, but for the past 100 years the plaintiffs and their predecessors had carried on this business there, and the premises were the best known works of the kind in Cambridge. If they were obliged to quit and start business elsewhere much of this business and goodwill would be lost to them. Moreover, if it were impossible to obtain premises centrally situated it would be very costly to transfer the machinery and plant, and business could not be carried on during the removal.

For the defendant, it was denied that goodwill could be attached to the premises within the meaning of the Act. The Act specially said that if there were any such goodwill, which the defendant denied, the plaintiffs would be compensated for it if they removed to and carried on their trade or business in any other premises in Cambridge. The defendant claimed that the goodwill was attributable exclusively to the situation of the premises and had been created and increased by the restrictions imposed by the landlord. These restrictions were that the trade of printers and publishers was not to be carried on by anyone else on this property. The defendant also stated that unless she obtained a satisfactory price for the property and a convenient interval prior to the expiration of the lease, she intended to pull down and remodel the premises, and she required possession of them in 1930 in order to carry out the scheme. She also submitted that the granting of a lease would not be reasonable or consistent with good estate management in all the circumstances of the case and under the provisions of the Act. The goodwill of the plaintiffs, if any, would be largely preserved to them upon removal, inasmuch as the defendant had undertaken that she would not re-let the premises after remodelling to any printer or publisher.

During the luncheon interval a conference was held between the representatives of the parties and, upon the court resuming, Mr. Storry Deans stated that the plaintiffs had signed a declaration that they were not entitled to a new lease and that they would waive their claim to compensation. Both the learned judge and counsel expressed their own regret that the case had collapsed, as it was a very interesting one. It was mentioned that last week Mrs. Kane, the defendant, had entered into an agreement to sell the property and that a deposit of £2,000 had been paid.

AUTUMN ASSIZES.

The following dates and places fixed for holding the autumn assizes are announced in the *London Gazette*:—

SOUTH EASTERN CIRCUIT (Second portion) (Mr. Justice Rowlatt).—November 19th, Hertford; November 22nd, Maidstone; November 30th, Guildford; December 6th, Lewes.

SOUTH WALES CIRCUIT (Mr. Justice Hawke).—November 2nd, Carmarthen; November 8th, Brecon; (Mr. Justice Branson and Mr. Justice Hawke).—November 12th, Swansea.

NOTABLE BRITISH TRIALS.

The King has been graciously pleased to accept a copy of "The Trial of Charles I," by Mr. J. G. Muddiman, the latest volume in the Notable British Trials Series, published by William Hodge & Co., Ltd.

A JUDGE'S COMPLAINT.

A frequent cause of complaint from the High Court bench is the omission by solicitors to lodge papers relating to their cases in the proper departments and at the proper time in accordance with specific rules. An instance occurred on Tuesday last, in a King's Bench Divisional Court, composed of Mr. Justice Swift and Mr. Justice Acton.

There were six appeal cases from county court and other inferior courts in the list, and three of these were disposed of very quickly apparently. Not foreseeing such despatch, counsel in the fourth case were not in court when it was called so the judges retired to their private rooms until counsel could be found.

Presently Mr. Cave, K.C., leading for the appellant in the fourth case, came into court, and the judges having been informed, resumed their seats.

Mr. Cave: I must apologise to your lordships for keeping the court waiting.

Mr. Justice Swift: That is not the most serious thing you have to apologise for. No papers in this case have been lodged.

Mr. Cave: Then there must be another apology. I understand the papers are before your lordships now.

Mr. Justice Swift: They ought to have been lodged long since.

Mr. Cave: My solicitor tells me he intended to lodge them, but was told they should be handed up at the hearing.

The Associate read the material rule.

Mr. Justice Swift: The rule is quite plain. They should have been lodged in the office long ago, and it has not been done.

Mr. Cave: I can only apologise on behalf of my client.

Mr. Justice Swift: Do you think it would be better to accept the apology or order the case to stand over with costs.

Mr. Cave: That would be an unnecessary burden upon the appellant.

Mr. Justice Swift: We will hear the appeal and remember this when we come to consider the question of costs.

The hearing proceeded, and the appeal was allowed with costs.

LIABILITY FOR CHURCH REPAIRS.

Chancellor K. H. Macmorran has delivered in Ely Cathedral a considered judgment in an important case instituted under the direction of the Legal Committee of the Central Board of Finance in the Ely Consistory Court.

The defendant was impropriator of the tithe rent-charge of the benefice of Hauxton, and had been required by the Parochial Church Council to effect certain repairs in the chancel roof, in respect of which he had denied liability.

Dr. Errington appeared on behalf of the vicar and churchwardens as plaintiffs, and the case was heard in St. Mary's Church, Cambridge, on 8th October, judgment being reserved.

The Chancellor held that—

(*a*) Liability to repair the chancel attached to the person in receipt of the profits of the rectory, the word "rectory" being in cases of this kind synonymous with the profits derived by the owner;

(*b*) The defendant was in receipt of profits, and therefore liable;

(*c*) He had had due notice through a title deed and otherwise of his liability, and that

(*d*) Notice was not essential.

The defendant was admonished, and accordingly held to be guilty of default.

A CONTROVERSIAL BOOK.

Messrs. Rubinstein, Nash & Co., 5 & 6, Raymond Buildings, Gray's Inn, Solicitors for the Pegasus Press, now state that they have been notified by the Commissioners of Customs and Excise that the consignment of copies of "The Well of Loneliness," which were detained at Dover, has been released. The legal points involved in such seizure were discussed in *The Solicitors' Journal* of the 13th inst. (72 SOL. J., p. 666).

At the sitting of the West Sussex Quarter Sessions, last week, the resignation was announced of Mr. W. P. G. BOXALL, K.C., who has been chairman for the past fourteen years. Mr. Boxall was called to the Bar in 1873, took silk in 1902, and has been Recorder of Brighton for some years.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 8th November, 1928.

	Middle Price 24th Oct.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86⅞	4 12 0	—
Consols 2½%	55½	4 10 0	—
War Loan 5% 1929-47	103⅜	4 16 6	4 17 6
War Loan 4½% 1925-45	99	4 11 0	4 14 0
War Loan 4% (Tax free) 1929-42	100⅝	4 0 0	3 19 6
Funding 4% Loan 1960-1990	88¾	4 10 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¼	4 5 6	4 7 6
Conversion 4½% Loan 1940-44	99¼	4 11 0	4 13 0
Conversion 3½% Loan 1961	77⅝	4 10 0	—
Local Loans 3% Stock 1921 or after	64¾	4 13 0	—
Bank Stock	261	4 12 0	—
India 4½% 1950-55	93	4 17 0	4 19 6
India 3½%	71	4 19 0	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	97	4 13 0	4 15 0
Sudan 4% 1974	85	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 0
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	96	4 14 0	4 17 9
Natal 4% 1937	94	4 5 6	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	100	5 0 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1946	105	4 15 6	4 14 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	65	4 13 0	—
Birmingham 5% 1946–56	103	4 17 0	4 15 0
Cardiff 5% 1945–65	102	4 18 0	4 16 6
Croydon 3% 1940–60	71	4 5 0	4 16 0
Hull 3½% 1925–55	77	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 0	—
Lon. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4 13 0	—
Manchester 3% on or after 1941	65	4 12 6	—
Metropolitan Water Board 3% 'A' 1963–2003	65	4 12 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	66	4 11 0	4 12 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	64	4 12 6	—
Stockton 5% 1946–66	103	4 17 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
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